



The nationwide gondola pool

RECORDATION NO. 12013-P

DEC 15 1987-3 10 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 12013-P

RAILGON COMPANY  
101 NORTH WABKABE AVE  
CHICAGO, ILLINOIS 60606  
(312) 853-3223

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 12013-P

7-349A070

DEC 15 1987-3 10 PM

Honorable Noretta R. McGee  
Secretary  
Interstate Commerce Commission  
12th & Constitutional Avenue, NW  
Room 2215 - Recordation Dept.  
Washington, DC 20423

No.

Date

Fee \$

ICC Washington, D.C.

30.00 filing fee

Dear Ms. McGee:

On behalf of Railgon Company, I submit for filing and recording, under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, two executed originals of each of the following secondary documents:

- 12013-0 1. "Amendment to Lease of Railroad Equipment (No. 1)";  
12013-P 2. "Amendment to Conditional Sale Agreement (No. 1)"; and  
12013-P 3. "Amendment to Assignment of Lease and Agreement (No. 1)".

Prior recordations relating to this document are as follows:

1. Conditional Sale Agreement dated as of July 1, 1980, recorded under Recordation No. 12013;  
2. Agreement and Assignment dated as of July 1, 1980, recorded under Recordation No. 12013-A;  
3. Lease of Railroad Equipment dated as of July 1, 1980, recorded under Recordation No. 12013-B;  
4. Assignment of Lease and Agreement dated as of July 1, 1980, recorded under Recordation No. 12013-C;  
5. Amendment to Lease of Railroad Equipment dated as of January 1, 1984, recorded under Recordation No. 12013-E;  
6. Amendment to Lease of Railroad Equipment (No. 1) dated as of October 15, 1984, recorded under Recordation No. 12013-F;  
7. Amendment to Conditional Sale Agreement (No. 1) dated as of October 15, 1984, recorded under Recordation No. 12013-G;  
8. Amendment to Assignment of Lease and Agreement (No. 1) dated as of October 15, 1984, recorded under Recordation No. 12013-H;

Copy sent to  
Mr. McGee

Honorable Noreta R. McGee  
December 14, 1987  
Page 2

9. Amendment to Lease of Railroad Equipment (No. 1) dated as of November 15, 1984, recorded under Recordation No. 12013-I;
10. Amendment to Conditional Sale Agreement (No. 1) dated as of November 15, 1984, recorded under Recordation No. 12013-J;
11. Amendment to Assignment of Lease and Agreement (No. 1) dated as of November 15, 1984, recorded under Recordation No. 12013-K;
12. Amendment to Lease of Railroad Equipment (No. 1) dated as of June 16, 1986, recorded under Recordation No. 12013-L;
13. Amendment to Conditional Sale Agreement (No. 1) dated as of June 16, 1986, recorded under Recordation No. 12013-M; and
14. Amendment to Assignment of Lease and Agreement (No. 1) dated as of June 16, 1986, recorded under Recordation No. 12013-N.

Please file the enclosed documents under Recordation No. 12013 under the next available letters.

Parties to these transactions include the following:

Railgon Company - Lessee  
101 North Wacker Drive  
Chicago, Illinois 60606

The Connecticut Bank and Trust Company,  
National Association - as Trustee  
for Owner, and Lessor  
One Constitution Plaza  
Hartford, Connecticut 06115

Mercantile-Safe Deposit and Trust  
Company - as Agent for Investors,  
and as Mortgagee  
Two Hopkins Plaza  
Baltimore, Maryland 21201

The Equipment covered by the enclosed document is as set forth below:

<u>Car Type</u>	<u>AAR Mechanical Designation</u>	<u>No.of Units</u>	<u>Reporting Marks</u>	<u>Car Numbers</u>
52'6" 100-ton gondola cars	GB	See Below	GONX	See Attached Schedule A

Honorable Noreta R. McGee  
December 14, 1987  
Page 3

The cars identified by numbers on Schedule A include certain cars being leased to the Denver and Rio Grande Western Railroad Co. ("DRGW") and a partial listing of certain cars being leased to the Chicago and North Western Transportation Co. ("CNW"), each pursuant to a "Lease of Railroad Equipment" dated as of December 15, 1987, between such lessee railroad and the Lessor. Such cars are being released from Railgon's "Leases of Railroad Equipment" (No's. 1, 2, and 3) in accordance with the terms of Amendments being filed herewith this day. The number of cars being leased to the DRGW from Railgon's Lease (No. 1) totals 159. The number of cars being leased to the CNW from Railgon's Lease (No. 1) cannot be determined until actual car numbers are identified and segregated between Railgon Leases (No. 1) and (No. 2). In total, the cars released to CNW from these two Railgon Leases totals 400.

When the remaining cars being leased to the CNW are identified by number, amendments to the relevant agreements referred to in the first paragraph hereof will be executed by the parties and will be submitted to the ICC for filing and recording.

Enclosed is a check in the amount of \$30 to pay the recording fee for the instant documents.

A short summary of the documents to appear in the Index is as follows:

"Amends the filings under Recordation No. 12013 to provide for the release of certain gondola cars."

Once the filing has been made, please keep the executed original of each document for your files and return to bearer the other stamped originals, together with the fee receipt, the letter from the ICC acknowledging the filing, and the four extra copies of this letter of transmittal.

Very truly yours,



Thomas D. Marion  
Director - Equipment Finance  
and Assistant Treasurer

TDM:kbb

Enclosures

12/11/87  
DRGWNO3A

RAILGON COMPANY  
SCHEDULE A

(CARS INCLUDED IN DRGW LEASE DATED AS OF 12-15-87,  
FROM RAILGON LEASE NO. 1)

PAGE 1

	CAR NOS.	CAR NOS.	CAR NOS.	CAR NOS.	CAR NOS.	CAR NOS.
1	310017	310281	320064	320318	330124	340116
2	310032	310303	320065	320325	330136	340118
3	310039	310304	320072	320339	330160	340130
4	310041	310318	320074	320348	330162	340135
5	310048	310332	320110	320364	330165	340140
6	310067	310339	320131	320378	330166	340147
7	310078	310344	320133	320388	330168	340163
8	310079	310351	320153	320392	330169	340177
9	310087	310355	320163	320398	330170	340185
10	310089	310396	320170	330006	330171	
11	310090	310405	320173	330007	330172	
12	310091	310416	320179	330008	330174	
13	310092	310451	320181	330018	330176	
14	310093	310454	320191	330019	330182	
15	310102	310463	320196	330031	330185	
16	310117	310500	320200	330032	330189	
17	310130	310509	320222	330045	340002	
18	310133	310515	320249	330063	340008	
19	310134	310519	320255	330069	340017	
20	310139	310524	320256	330079	340022	
21	310196	320005	320257	330081	340024	
22	310197	320012	320260	330083	340032	
23	310207	320033	320261	330091	340050	
24	310216	320040	320263	330093	340057	
25	310222	320044	320288	330101	340058	
26	310224	320046	320299	330106	340082	
27	310228	320054	320307	330112	340089	
28	310230	320056	320311	330116	340091	
29	310235	320060	320314	330121	340099	
30	310257	320062	320317	330122	340103	

NOTE: THE CAR NUMBERS LISTED ON THIS PAGE ARE THE SAME  
FOR THE OLD LEASE WITH RAILGON AS FOR THE NEW LEASE  
WITH DRGW.

12/09/87  
CNWCARS4

RAILGON COMPANY  
SCHEDULE A

PAGE 2

(CARS INCLUDED IN CNW LEASE DATED AS OF 12/15/87 FROM RAILGON LEASE NO. 1)

ROW NUMBER	OLD RAILGON CAR NUMBER	NEW CNW CAR NUMBER	OLD RAILGON CAR NUMBER	NEW CNW CAR NUMBER	OLD RAILGON CAR NUMBER	NEW CNW CAR NUMBER	OLD RAILGON CAR NUMBER	NEW CNW CAR NUMBER
1	330179	350142						
2	330194	350148						
3	340014	350117						
4	340029	350108						
5	340067	350120						
6	340071	350102						
7	340076	350110						
8	340086	350125						
9	340096	350200						
10	340098	350104						
11	340129	350128						
12	340168	350107						
13	340172	350114						
14	340182	350101						
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THE CAR NUMBERS IDENTIFIED ON THIS PAGE REPRESENT A PARTIAL LISTING OF THE 400 CARS BEING LEASED TO CNW PURSUANT TO THE "LEASE OF RAILROAD EQUIPMENT" DATED AS OF DECEMBER 15, 1987 BETWEEN CNW AND THE LESSOR. THE BALANCE OF CARS NOT YET IDENTIFIED BY NUMBER ARE BEING RELEASED FROM RAILGON'S "LEASES OF RAILROAD EQUIPMENT" (NO'S. 1 AND 2) IN ACCORDANCE WITH THE TERMS OF AMENDMENTS DATED AS OF DECEMBER 15, 1987 TO SUCH LEASES. WHEN THE REMAINING CARS ARE IDENTIFIED BY NUMBER, AMENDMENTS TO THE RELEVANT AGREEMENTS WILL BE SUBMITTED TO THE ICC FOR FILING AND RECORDING.

Interstate Commerce Commission  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Thomas D. Marion  
101 North Wacker Drive  
Chicago, IL 60606

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/15/87 at 3:10PM, and assigned recordation number(s) - 12013-P, & Q, & 12989-P, Q, & R, & 12564-O, P & Q,

Sincerely yours,

*Norita R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

12013-0

RECORDATION NO. 12013-0  
FILED 1425

AMENDMENT TO LEASE OF RAILROAD EQUIPMENT (NO. 1) 12 PM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT made as of the 15th day of December, 1987 between RAILGON COMPANY, a Delaware corporation (the "Lessee"), and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, acting not in its individual capacity but solely as Trustee (hereinafter, together with its successors and assigns, called the "Trustee") acting under a Trust Agreement dated as of July 1, 1980 with General Electric Credit Corporation (the "Owner").

RECITALS

WHEREAS, the Trustee and the Lessee are parties to a Lease of Railroad Equipment, dated as of July 1, 1980, as amended (as so amended, the "Lease"), pursuant to which the Trustee leased to the Lessee certain items of railroad equipment described in Schedule A thereto (the "Equipment");

WHEREAS, by an Assignment of Lease and Agreement dated as of July 1, 1980, as amended, the Trustee assigned its rights in, to and under the Lease to Mercantile-Safe Deposit and Trust Company, not in its individual capacity but solely as agent (the "Agent") for certain institutional investors under a Participation Agreement dated as of July 1, 1980, as amended, among the Trustee, the Owner, the Agent, the Investors listed therein and the Lessee;

WHEREAS, the Lease was amended pursuant to (i) the Amendment to Lease of Railroad Equipment (No. 1) dated as of January 1, 1984 in connection with the restructuring of certain indebtedness of the Lessee under the Override and Restructuring Agreement (the "Override Agreement") dated as of January 1, 1984 by and among the Lessee, the Trustee, the Owner, the Agent, the Investors listed on Schedule A to the Override Agreement and Trailer Train Company, a Delaware corporation, (ii) the Amendment to Lease of Railroad Equipment (No. 1) dated as of October 15, 1984 in connection with the further restructuring of such indebtedness pursuant to Amendment No. 1 to the Override and Restructuring Agreement dated as of October 15, 1984 by and among the parties to the Override Agreement, (iii) the Amendment to Lease of Railroad Equipment (No. 1) dated as of November 15, 1984 in connection with the further restructuring of such indebtedness pursuant to Amendment No. 2 to the Override and Restructuring Agreement dated as of November 15, 1984 by and among the parties to the Override Agreement and (iv) the Amendment to Lease of Railroad Equipment (No. 1) dated as of June 16, 1986 in connection with the further restructuring of such indebtedness pursuant to Amendment No. 3 to the Override and Restructuring Agreement dated as of June 16, 1986 by and among the parties to the Override Agreement;

WHEREAS, the Trustee has as of this date entered into a Lease of Railroad Equipment with the Denver and Rio Grande Western Railroad Company, a Delaware corporation, pursuant to which the Trustee has leased to such entity certain items of the Equipment described in Schedule A hereto;

WHEREAS, the Trustee has as of this date entered into a Lease of Railroad Equipment with the Chicago and North Western Transportation Company, a Delaware corporation, pursuant to which the Trustee has leased to such entity certain items of the Equipment described in Schedule B hereto; and

WHEREAS, in consideration of the foregoing, the parties to the Lease have agreed to amend the Lease on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. The last sentence of Section 2 of the Lease is deleted in its entirety and the following paragraph is added at the end of Section 2 of the Lease:

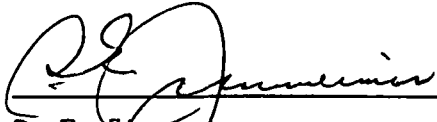
The parties hereto acknowledge that the Trustee is entering into (i) a Lease of Railroad Equipment dated as of December 15, 1987 (the "Denver and Rio Grande Western Lease") with the

Denver and Rio Grande Western Railroad Company (the "Denver and Rio Grande Western Lessee") pursuant to which the Trustee is leasing to the Denver and Rio Grande Western Lessee certain of the Units (the "Denver and Rio Grande Western Units") described in Schedule A to that certain Amendment to Lease of Railroad Equipment (No. 1) dated as of December 15, 1987 between the Trustee and the Lessee and (ii) a Lease of Railroad Equipment dated as of December 15, 1987 (the "Chicago and North Western Lease") with the Chicago and North Western Transportation Company (the "Chicago and North Western Lessee") pursuant to which the Trustee is leasing to the Chicago and North Western Lessee certain of the Units (the "Chicago and North Western Units") described in Schedule B to that certain Amendment to Lease of Railroad Equipment (No. 1) dated as of December 15, 1987 between the Trustee and the Lessee. Notwithstanding anything contained in this Lease to the contrary, including, without limitation, Section 12, the parties agree that the Denver and Rio Grande Western Units and the Chicago and North Western Units are released from the Lease and the Lease (other than the provisions of this paragraph and those provisions of the Lease that survive the termination of the Lease) is terminated as to such Denver and Rio Grande Western Units and Chicago and North Western Units. For purposes of this Lease the term "Units" shall mean the Units then remaining subject to this Lease as of the date of determination.


2. Except as modified or amended hereby, the Lease shall remain in full force and effect in accordance with its terms. This Amendment may be executed in two or more counterparts which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date first above written.

RAILGON COMPANY

By   
R. E. Zimmerman  
VICE PRESIDENT and TREASURER

[Corporate Seal]  
Attest:

  
Assistant Secretary

THE CONNECTICUT BANK AND  
TRUST COMPANY, NATIONAL  
ASSOCIATION, not in its  
individual capacity, but  
solely as Trustee

[Seal]  
Attest:

By \_\_\_\_\_

\_\_\_\_\_

RAILGON COMPANY

By \_\_\_\_\_

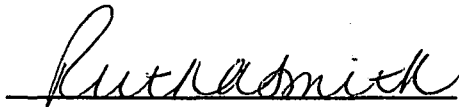
[Corporate Seal]  
Attest:

\_\_\_\_\_

THE CONNECTICUT BANK AND  
TRUST COMPANY, NATIONAL  
ASSOCIATION, not in its  
individual capacity, but  
solely as Trustee

By  \_\_\_\_\_

[Seal]  
Attest:

  
\_\_\_\_\_

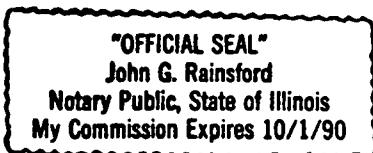
STATE OF ILLINOIS )  
 ) ss.:  
COUNTY OF DU PAGE )

On this 10<sup>th</sup> day of December, 1987, before me personally appeared R. E. Zimmerman, to me personally known, who, being by me duly sworn, says that he is the VICE PRESIDENT and TREASURER of Railgon Company, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My Commission Expires:



STATE OF CONNECTICUT)

**SS. :**

)

On this 10<sup>th</sup> day of December, 1987, before me personally appeared DONALD E. SMITH, to me personally known, who, being by me duly sworn, says that he is the

VICE PRESIDENT of The Connecticut Bank and Trust Company, National Association, one of the corporations described in and which executed the foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mayanne C. Young

[Notarial Seal]

My Commission Expires:

**MARYANNE C. YOUNG**  
**NOTARY PUBLIC**

NY COMMISSION EXPIRES MARCH 31, 1992

# SCHEDULE A

## Description of Units Leased to the Denver and Rio Grande Western Lessee

<u>Car Type</u>	<u>AAR Mechanical Designation</u>	<u>Reporting Marks</u>
52'6" 100-ton gondola cars	GB	GONX

CAR NOS.	CAR NOS.	CAR NOS.	CAR NOS.	CAR NOS.	CAR NOS.
310017	310281	320064	320318	330124	340116
310032	310303	320065	320325	330136	340118
310039	310304	320072	320339	330160	340130
310041	310318	320074	320348	330162	340135
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310079	310351	320153	320392	330189	340177
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310117	310500	320200	330032	330189	
310130	310509	320222	330045	340002	
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310134	310519	320255	330069	340017	
310139	310524	320256	330079	340022	
310196	320005	320257	330081	340024	
310197	320012	320260	330083	340032	
310207	320033	320261	330091	340050	
310216	320040	320263	330093	340057	
310222	320044	320288	330101	340058	
310224	320046	320299	330106	340082	
310228	320054	320307	330112	340089	
310230	320056	320311	330116	340091	
310235	320060	320314	330121	340099	
310257	320062	320317	330122	340103	

# SCHEDULE B

## Description of Units Leased to the Chicago and North Western Lessee

<u>Car Type</u>	<u>AAR Mechanical Designation</u>	<u>Reporting Marks</u>
52'6" 100-ton gondola car	GB	GONX

### CAR NUMBER

330179-  
 330194-  
 340014-  
 340029-  
 340067-  
 340071-  
 340076-  
 340086-  
 340096-  
 340098-  
 340129-  
 340168-  
 340172-  
 340182-